

**A COMPARISON OF
LOUISVILLE/JEFFERSON COUNTY METRO
GOVERNMENT'S ORDINANCES RELATING
TO REGULATION OF CABLE
COMMUNICATIONS SYSTEMS AND
TELECOMMUNICATIONS FRANCHISES WITH
ORDINANCES IN 6 KENTUCKY CITIES**

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Introduction

Councilman Ken Fleming requested a comparison of the existing Louisville/Jefferson County Metro Government ordinances relating to cable communications systems and telecommunications franchises [Sections 116.01 through 116.99 and 32.955 and 32.956 of the Louisville/Jefferson County Metro Government Code of Ordinances ("LMCO")] with the proposed ordinance amending Sections 116.01 through 116.99 and repealing 32.955 and 32.956 of the LMCO and similar cable and telecommunications ordinances in six Kentucky cities.

This report compares Sections 116.01 through 116.99 and 32.955 and 32.956 of the LMCO and the proposes changes to said sections of the LMCO with cable and telecommunications ordinances which have been enacted in the following Kentucky cities:¹

1. Lexington-Fayette Urban County Government
2. Florence
3. Richmond
4. Bowling Green
5. Paducah
6. Hopkinsville

The report compares how each ordinance addresses the following topics:

1. Who administers the franchise and how it is administered
2. Citizen involvement/participation
3. Complaint process
4. Bond requirements
5. Insurance requirements

The first section of this report compares cable ordinances and the second section compares telecommunications ordinances.

¹ The cities of Florence, Bowling Green, and Hopkinsville do not have telecommunications ordinances.

SECTION ONE CABLE ORDINANCES

1. Who Administers The Cable Franchise And How It Is Administered

A. Louisville/Jefferson County Metro Government

The Director of Public Works or his/her designee shall have the general duties of administering the Louisville Metro Cable Commission ("Commission"), scheduling matters before the Commission, maintaining records and any other such duties as may be assigned to him/her by the Commission or the Metro Government as may be required by law. He/she shall keep the Metro Government fully informed on all aspects of the cable communications system and the franchisee or franchisees hereunder.

Applications for an original franchise grant hereunder shall be filed with the Metro Clerk.

A franchisee shall file with the Director of Public Works or his designee within 30 days after the expiration of each quarter, a financial statement showing in detail the gross annual receipts of the franchisee during the preceding quarter.

The franchisee shall file with the Commission on December 31 each year a full schedule of all subscriber and user rates and all other charges made in connection with the cable communications system.

If the franchisee is unable, for operational reasons only, to locate or relocate any part of its property underground, then the Director of Public Works, upon being satisfied as to the facts thereof and subject to the concurrence of the Metro Government, may permit such property to remain above the ground even though other facilities may be placed underground in the area.

In the case of disturbance of any street caused by the franchisee, the franchisee shall, at its own cost and expense and in a manner approved by the Director of Public Works, replace and restore such street, in such a condition as before the work involving such disturbance was done.

On or before the anniversary date of each year during the term of any franchise agreement, the franchisee shall submit a written report to the Metro Government, by filing same with the Director of Public Works.

The Director of Public Works shall hold a scheduled review session within 30 days of the second anniversary date of the execution of the franchise agreement

and/or ordinance awarding a franchise hereunder. The Director of Public Works shall schedule subsequent review sessions at two-year intervals.

The Director of Public Works shall review the provisions of the cable ordinance and shall make recommendations, if any, to the Metro Government for its amendment. The Director of Public Works shall proceed to determine whether the franchisee has performed its obligations under this ordinance and the agreement or ordinance awarding a franchise in accordance herewith.

The Director of Public Works shall make recommendations to the Metro Government as to the franchisee's eligibility for renewal of the franchise agreement and ordinance awarding the franchise in accordance herewith in no less than four nor more than ten months from the date of the Director of Public Works first consideration on of said renewal.

Upon the foreclosure or other judicial sale of all or a substantial part of the cable communication system, or upon the termination of any lease covering all or a substantial part of the system, the franchisee shall notify the Director of Public Works.

The Metro Government, its representatives, its Director of Public Works or the Cable Television Commission shall have access to all books of account and records of the franchisee for the purpose of ascertaining the correctness of any and all reports and may examine its officers and employees in respect thereto.

B. Louisville/Jefferson County Metro Government (proposed amendments)

The Director of Finance or his/her designee shall have the general duties of maintaining records.

Applications for an original franchise grant hereunder shall be filed with the Director of Public Works and Assets.

A franchisee shall file with the Director of Finance or his designee within 30 days after the expiration of each quarter during the period the franchise a financial statement showing in detail the gross annual receipts.

The franchisee shall file with the Metro Council Clerk on December 31 each year a full schedule of all subscriber and user rates and all other charges made in connection with the cable communications system.

If the franchisee is unable, for operational reasons only, to locate or relocate any part of its property underground, then in that event the Director of Public Works and Assets, upon being satisfied as to the facts thereof and subject to the

concurrence of the Metro Government, may permit such property to remain above the crowd even though other facilities may be placed underground in the area.

In the case of disturbance of any street caused by the franchisee, the franchisee shall, at its own cost and expense and in a manner approved by the Director of Public Works and Assets, replace and restore such street, in such a condition as before the work involving such disturbance was done.

On or before the anniversary date of each year during the term of any agreement awarding a franchise in accordance herewith, the franchisee shall submit a written report to the Metro Government, by filing same with the Director of Finance.

The Director of Finance shall hold a scheduled review session within 30 days of the second anniversary date of the execution of the franchise agreement and/or ordinance awarding a franchise hereunder. The Director of Finance shall schedule subsequent review sessions at two-year intervals.

The Director of Finance shall review the provisions of the cable ordinance and shall make recommendations, if any, to the Metro Government for its amendment. The Director of Finance shall proceed to determine whether the franchisee has performed its obligations under the cable ordinance and the agreement or ordinance awarding a franchise in accordance herewith.

The Director of Finance shall make recommendations to the Metro Government as to the franchisee's eligibility for renewal of the franchise and agreement and ordinance awarding the franchise in accordance herewith in no less than four nor more than ten months from the date of the Director of Finance's first consideration of said renewal.

Upon the foreclosure or other judicial sale of all or a substantial part of the cable communication system, or upon the termination of any lease covering all or a substantial part of the system, the franchise shall notify the Director of Finance.

The Metro Government, its representatives, its Director of Finance shall have access to all books of account and records of the franchisee for the purpose of ascertaining the correctness of any and all reports and may examine its officers and employees in respect thereto.

C. Lexington-Fayette Urban County Government

The Office of the Mayor has the primary responsibility for the administration of the franchise and implementation of complaint procedures.

The Mayor, with the approval of the Council, appoints a Cable Communications Officer. The Cable Communications Officer has the following duties:

- (1) Serves as liaison between the Government, the Cable Television Advisory Board and the Grantee;
- (2) Monitors Grantee's adherence to construction and installation schedule and line extension policy;
- (3) Assures compliance of applicable laws and ordinances;
- (4) Monitor operation standards as contained in this ordinance;
- (5) At the Council's direction, arranges tests and analysis of equipment and performance;
- (6) Monitors road and traffic disruptions for construction and repair purposes;
- (7) Assures continuity in service;
- (8) Receives, examines and recommends action on the monthly log of citizen complaints;
- (9) Assists in evaluating uses of access channels,
- (10) Serves as a non-voting representative of the Cable Television Advisory Commission;
- (11) Prepares an annual report to Council;
- (12) Receives for examination all data and reports required by the cable ordinance;
- (13) Performs tasks as specified by the Council; and
- (14) Makes recommendations to the Council regarding fines for violations of the cable ordinance.

D. City of Florence

The Ordinance does not reference who administers the franchise.

E. City of Richmond

The Mayor (or his/her designee) shall serve as Cable Communications Officer.

The Cable Communications Officer has primary responsibility for the continuing administration of the franchise and implementation of complaint procedures.

The Cable Communications Officer has the following duties:

- (1) Serves as liaison between the Government, the Cable Television Advisory Board and the Grantee;
- (2) Monitors Grantee's adherence to construction and installation schedule and line extension policy;
- (3) Assures compliance of applicable laws and ordinances;
- (4) Monitors operation standards as contained in this ordinance;
- (5) At the City Commission's direction, arranges tests and analysis of equipment and performance;
- (6) Monitors road and traffic disruptions for construction and repair purposes;
- (7) Assures continuity in service;
- (8) Receives, examines and recommends action on the monthly log of citizen complaints;
- (9) Assists in evaluating uses of access channels,
- (10) Receives for examination all data and reports required by the cable ordinance;
- (11) Serves as a non-voting member of the Richmond Cable Television Advisory Board; and
- (12) Performs tasks as specified by the City Commission.

F. City of Bowling Green

The franchise is administered by the Bowling Green-Warren County Cable Authority ("Authority"), which is made up of the City of Bowling Green and Warren County.

G. City of Paducah

The City and/or Board of Commissioners ("Board") may delegate its powers and authorities (except its ultimate franchising authority) with respect to cable to the Paducah Cable Communications Authority ("Authority")², or a duly authorized representative of the City, including the Mayor and City Manager, provided, however, the City and/or Board of Commissioners shall not delegate its powers and authority with respect to matters concerning franchise renewal, non-compliance or revocation of the Franchise unless otherwise agreed to by City and Franchisee.

² A description of the Authority is provided in Section 2(G) below.

H. City of Hopkinsville

The City Administrative Officer (“CAO”) or his designee is responsible for enforcing and administering the Cable Ordinance, and the CAO or his designee is authorized to give any notice required by law or under any franchise or license, including by way of example and not limitation, a notice required under 47 U.S.C. § 546. The CAO is also authorized to seek information from any communications facility operator, to establish forms for submission of applications and other information, and to take all other actions necessary or appropriate to the administration of the cable ordinance.

2. Citizen Involvement/ Participation

A. Louisville/Jefferson County Metro Government

The Louisville Metro Cable Television Commission ("Cable Television Commission") shall advise the Metro Government on cable television and other telecommunication issues.

The Cable Television Commission shall have six members as follows:

1. The Secretary of Finance and Administration, or his or her designee.
2. A member of the Metro Council to be appointed by the President of the Metro Council.
3. The Director of Technology, or his or her designee.
4. A member to be appointed by the Jefferson County League of Cities; said member to be an official of an incorporated area within Louisville Metro.
5. Two citizen members who reside within Louisville Metro to be appointed by the Mayor with the approval of the Metro Council.

The Cable Television Commission shall meet at least annually or more frequently upon the call of the Chairperson.

The Cable Television Commission shall oversee the regulation, administration, and planning of cable and telecommunications systems in Louisville Metro, giving regard to all federal and state laws regulating cable and telecommunications issues and shall assure Metro Government financially stable and consumer-responsive cable and telecommunications systems.

The Secretary of Finance and Administration or his or her designee shall have the general duties of administering the Cable Television Commission, scheduling matters before this Commission, maintaining records, and any other such duties as may be assigned to him or her by such Commission or Metro Government as may be required by law. He or she shall keep the Mayor and Metro Council fully informed on all aspects of the cable communications system and the franchisee or franchisees thereunder.

The Mayor shall provide rate-filing submissions to the Commission for review.

The Metro Council designates and authorizes the Commission to act on its behalf in providing notice to the public of rate filings and inviting public comment thereon, to conduct hearings and to undertake review of the filing materials, and such other related actions as it deems fit, and to make recommendations to the Metro Council, consistent with FCC regulations, whether to approve in whole or in part, deny in whole or in part, or toll in whole or in part, the basic service and equipment rates proposed in the filings. However, the Metro Council retains the final authority regarding approval, denial, modifying or tolling of all such rate filings.

The Commission may adopt such rules and procedures, as it deems appropriate, consistent with applicable FCC regulations, in carrying out its rate review responsibility. In connection with such regulation, the Commission will ensure a reasonable opportunity for consideration of views of interested parties.

After review of the Director of Public Works' recommendations and such recommendations as the Metro Government may solicit from the Commission, the Metro Government shall, after hearing, take such action, as it deems appropriate regarding renewal of the franchise.

B. Louisville/Jefferson County Metro Government (proposed amendments)

After review of the Director of Finance's recommendations, the Metro Government shall, after hearing, take such action, as it deems appropriate regarding renewal of the franchise

C. Lexington-Fayette Urban County Government

The Cable Television Advisory Commission ("Advisory Commission") consists of seven (7) members, whom are appointed by the Mayor and approved by the Council. Appointments to the Advisory Board shall be made without regard to race, creed, color, sex, national origin or religion and appointees may not be employed by, or have interest in, the broadcasting, cable, or telephone industries.

Appointed members shall serve for four (4) years, except that the terms of two (2) of the first appointed members shall be for two (2) years.

The Advisory Commission has the following duties and responsibilities:

- (1) Advising the Government regarding general policy relating to the services provided to subscribers by Grantee;

- (2) Advising the Government regarding general policy relating to the operation and use of access channels;
- (3) Encouraging the use of access channels among the widest range of institutions, groups and individuals within the City;
- (4) Submitting an annual report to the Government;
- (5) Advising the Government on matters which may constitute grounds for revocations and/or termination of the franchise granted herein;
- (6) Advising the Government as to the advisability of granting or denying applications for new franchises or for authorization to transfer ownership of an existing franchise and
- (7) Advising the Government on the establishment of additional advisory committees to address specific issues relating to the operation of this franchise. Nothing in this franchise is intended to prohibit the establishment of such committees to supervise the accessibility and operation of access channels.

The Advisory Commission may hold hearings and made recommendations to the Grantee. All such actions are advisory only.

The Advisory Commission may recommend to the Council the employment of staff and consultants and the appropriation of funds necessary to perform its duties and responsibilities.

The Advisory Commission shall meet from time to time as necessary. All meetings of the Advisory Commission shall be open to the public.

D. City of Florence

None.

E. City of Richmond

The Richmond Cable Television Advisory Board ("Advisory Board") consists of seven (7) members, whom are appointed by the Mayor and approved by the City Commission. Appointments to the Advisory Board shall be made without regard to race, creed, color, sex, national origin or religion and appointees may not be employed by, or have interest in, the broadcasting, cable, DBS, SMATV or telephone industries. Five appointees must be cable television customers.

Appointed members shall serve for four (4) years, except that the terms of two (2) of the first appointed members shall be for two (2) years.

The Advisory Board shall have the following duties and responsibilities:

- (1) Advising the Government regarding general policy relating to the services provided to subscribers by Grantee;
- (2) Encouraging the use of access channels among the widest range of institutions, groups and individuals within the City;
- (3) Advising the Government on matters which may constitute grounds for revocations and/or termination of the franchise granted herein;
- (4) Advising the Government as to the advisability of granting or denying applications for new franchises or for authorization to transfer ownership of an existing franchise and
- (5) Advising the Government on the establishment of additional advisory committees to address specific issues relating to the operation of this franchise.

The Advisory Board may recommend to the City Commission the employment of staff and consultants and the appropriation of funds necessary to perform its duties and responsibilities.

The Advisory Board shall meet from time to time as necessary. All meetings of the Advisory Board shall be open to the public.

F. City of Bowling Green

None.

G. City of Paducah

The Paducah Cable Communications Authority ("Authority") shall consist of five (5) members, of which not less than three (3) shall be residents of the City, and all members shall be appointed by the Mayor and approved by the Board of Commissioners. Each member shall serve a term of four (4) years; provided, however, that appointments to the first Authority shall be for one (1), two (2), three (3), four (4) and five (5) year terms respectively. Any vacancy in the office shall be filled by appointment of the Mayor and approval of the Board for the remainder of the term. No employee or Person with any ownership interest in any cable television Franchise granted pursuant to this Chapter shall be eligible for membership on the Authority. The City Manager, or his designee, may serve as an ex officio, nonvoting member of the Authority.

The Authority has the following functions and powers:

- (1) Advise the Board of Commissioners for the City of Paducah ("Board") on applications for Franchises.

- (2) Advise the Board on matters that might constitute grounds for revocation of the Franchise in accordance with this Chapter or the Franchise Agreement.
- (3) Resolve disagreements among Franchisee(s) and public and private users of the Cable System to the extent possible.
- (4) Facilitate government, education, community groups and individual use of the Access Channels.
- (5) Determine general policies relating to the services provided Subscribers in the operation and use of the Access Channels, with the view of maximizing the diversity of programs and services to the Subscribers.
- (6) Encourage use of Access Channels.
- (7) Submit an annual report to the Board.
- (8) Maintain knowledge of current developments in cable communications.
- (9) Submit a budget request to the City Manager.
- (10) Audit Franchise records.
- (11) Conduct a detailed evaluation of the Cable System at least every three (3) years and make recommendations to the Board for amendments.
- (12) Employ services of a technical, accounting, legal and administrative nature.
- (13) Act on behalf or as the designee of the Board for purposes of proposing regulations and arbitration procedures as deemed necessary by the Board and/or to provide any other service to the Board that may be reasonably required by the Board.
- (14) In conjunction with the Franchisee the Authority shall develop and publish, within six (6) months of the date of award of the initial Franchise hereunder, and amend as necessary from time to time, a cable communications system rules and procedures manual to define the Authority's functions and responsibilities, and to adopt rules and procedures in relation thereto.
- (15) In conjunction with the renewal of Franchises, the Authority shall develop procedures for the implementation of a renewal procedure of the cable Franchise. The Authority shall perform the following:

- a. Begin a public proceeding to review the Franchisee's current and past performances and to identify future cable-related community needs and interests.
- b. Give public notice and recommend to the Board the renewal of the Franchise or recommend to the Board a preliminary denial of the Franchise renewal.
- c. If the Authority wishes, or at the request of the Franchisee, the Authority shall give public notice and begin administrative proceedings which give all parties an opportunity to introduce evidence, produce witnesses and otherwise participate in a public hearing.

H. City of Hopkinsville

The Hopkinsville Cable Television Oversight Authority ("Authority") consists of seven members who are all residents of the city. All members shall be appointed by the Mayor and approved by the City Council. No employee or person with any ownership interest in any cable television franchise granted by the city, or relative thereof, shall be eligible for membership on the Authority. The Authority shall annually select from among its number a chairperson who shall preside over the meetings.

Authority shall have the following functions and powers:

- (A) Advise the City Council on applications for franchises.
- (B) Advise the Council on matters, which might constitute grounds for revocation of a franchise in accordance with the franchise agreement.
- (C) Resolve disagreements among franchisee and users of the system.
- (D) Advise the Mayor and Council on regulation of rates.
- (E) Facilitate and conduct activities to encourage use of the access channels.
- (F) Determine general policies and production standing relating to the services provided subscribers in the operation and use of the access channels.
- (G) Develop policies for Council approval for allocating channel capacity on access channels.

(H) Encourage use of access channels along the widest range of institutions, groups, or individuals within the city.

(I) Submit an annual report to the Mayor and Council, including the total number of hours of utilization of access channels, a review of any plans submitted during the year by franchisees for development of new services and hourly subtotals for various programming categories.

(J) Cooperate with other systems in supervising interconnecting of systems.

(K) Maintain knowledge of current developments in cable communications.

(L) Monitor the status of state and federal legislation and FCC rulings and advise Council of the affect on franchises.

(M) Submit a budget request to the Mayor and Council.

(N) Audit all franchise records of franchise holders.

(O) Conduct a detailed evaluation of the system at least every three years and make recommendations to the Mayor and Council for amendments to the cable television regulations.

(P) Employ services of a technical, accounting, legal, administrative, and r

(Q) In conjunction with the franchisees, the authority shall develop and publish within 12 months of the date of award of the initial franchise hereunder, and amend as necessary from time to time, a cable communications system rules and procedures manual to define the authorities, functions, and responsibilities, and to adopt rules and procedures in relation thereto. Prior to the publication of that manual, and upon any significant amendments thereto, the authority shall submit the same to the Council for final approval.

(R) In conjunction with the renewal of franchises, as provided for under state or federal law, the Authority shall develop procedures for the implementation of a renewal procedure of the franchise. The Authority shall, without being limited to, perform the following:

(1) Begin a public proceeding to review the franchisee's current and past performances and to identify future cable related communication needs and interests.

(2) Establish deadlines for the franchisee to submit a proposal for renewal of the franchise and develop required material to be submitted by the franchisee, including upgrade information.

(3) Give public notice and recommend to the Council the renewal of the franchise or recommend to the Council a preliminary denial of the franchise renewal.

(4) If the Authority wishes, or at the request of the franchisee, the Authority shall give public notice and begin administrative proceedings which gives all parties an opportunity to introduce evidence, produce witnesses and otherwise participate in a public hearing.

(5) If a public hearing is held as set forth above, make a recommendation to the Council on whether:

(a) The franchisee has substantially complied with the material terms of the franchise under applicable law.

(b) Whether the cable service has been reasonable in light of community needs;

(c) Whether the franchisee has the financial, legal, and technical ability to provide service, facilities, and equipment in its proposal; and

(d) Whether the proposal is reasonable to meet the future cable related needs and interests.

(S) The Authority shall perform the following functions.

(1) Give notice to the franchisee on behalf of the city concerning rate regulation and receive all notices and filings from the franchisee relative to such regulation.

(2) Analyze the data submitted by the franchisee in support of the proposed rates; seek additional information from the franchisee as necessary; and, where appropriate, issue orders tolling the effective date of proposed rate increases and/or imposing an accounting order.

(3) Schedule and conduct public hearings relative to an initial review of rates subject to city regulation, and subsequent changes to such rates, and receive comments thereto, both written and oral.

- (4) Make recommendations to the Mayor and City Council for final city action concerning an initial review of rates or subsequent rate change.
- (5) Perform all administrative tasks concerning rate regulation and take all actions on behalf of the city relevant thereto other than final action.
- (6) Provide general advice to the Mayor and City Council relative to rate regulation.

(T) Enforce all violations and provisions of the cable ordinance.

The City Council authorizes the Authority or its designee to hold any proceedings required under federal law and to establish procedures governing the conduct of such proceedings including, without limitation, procedures for presentation of evidence. At the conclusion of any proceeding required by federal law, the Authority shall transmit its findings, along with a recommendation, to the City Council.

3. Complaint Process

A. Louisville/Jefferson County Metro Government

The franchisee shall employ an operator or maintain a telephone-answering device 24 hours per day, each day of the year to receive subscriber complaints. A log shall be kept by the franchisee listing each subscriber complaint or request for repair received and the disposition thereof. Said log shall be available for inspection by the Director of Public Works or his designated representative or the Commission upon reasonable notice.

The franchisee shall maintain a maintenance and repair service capable of responding to subscriber complaints or requests for repairs within 24 hours after the receipt of the complaint or request.

In the event that its service to subscribers is interrupted for 48 or more consecutive hours, except for acts of God, riots or a state of emergency, the franchisee shall grant affected subscribers a pro rata credit or rebate for the full duration of the interruption. In the event that any interruption of subscriber service is prolonged beyond any unreasonable period, such period being not less than 48 hours and as further determined by the Director of Public Works, the procedure to terminate may be instituted. An unreasonable interruption of subscriber services is deemed a violation of the cable ordinance and a material breach of any agreement awarding a franchise in accordance herewith and shall subject the franchisee to all of the penalties and remedies prescribed in the agreement as well as all other remedies, both legal and equitable, which are available to the Metro Government.

Any complaint by any person respecting operations of a cable communications system shall be filed in writing with the Director of Public Works. The Director of Public Works shall review and investigate such complaints, and shall keep a record thereof as well as a record of the disposition thereof, and shall include it in his reports to the Metro Government. The Director of Public Works shall devise the necessary procedure to handle complaints and be authorized to discuss it with representatives of a franchisee. Complaints which are not resolved to the mutual satisfaction of the complainant and the franchisee shall be reported to the Metro Government by the Director of Public Works if, in his opinion, such is of a nature as reflecting on the ability or willingness of the franchisee to comply with the terms of this ordinance and the terms of any ordinance or agreement awarding a franchise hereunder. The Metro Government may consider such unresolved complaint and may take any action it deems proper under the terms of this ordinance.

On or before the anniversary date of each year during the term of any agreement awarding a franchise, the franchisee shall submit a written report to the Metro Government, which shall include a summary of complaints, identifying the matter and nature of complaints and their disposition.

B. Louisville/Jefferson County Metro Government **(proposed amendments)**

The franchisee shall employ an operator or maintain a telephone-answering device 24 hours per day, each day of the year to receive subscriber complaints. A log shall be kept by the franchise listing each subscriber complaint or request for repair received and the disposition thereof. Said log shall be available for inspection by the Director of Finance, or a designated representative upon reasonable notice.

The franchisee shall maintain a maintenance and repair service capable of responding to subscriber complaints or requests for repairs within 24 hours after the receipt of the complaint or request.

In the event that its service to subscribers is interrupted for 48 or more consecutive hours, except for acts of God, riots or a state of emergency, the franchisee shall grant affected subscribers a pro rata credit or rebate for the full duration of the interruption. In the event that any interruption of subscriber service is prolonged beyond any unreasonable period, such period being not less than 48 hours and as further determined by the Director of Finance, the procedure to terminate may be instituted. An unreasonable interruption of subscriber services shall be deemed a violation of this ordinance and a material breach of any agreement awarding a franchise in accordance herewith and shall subject the franchisee to all of the penalties and remedies prescribed in the agreement as well as all other remedies, both legal and equitable, which are available to the Metro Government.

Any complaint by any person respecting operations of a cable communications system shall be filed in writing with the Director of Finance. The Director of Finance shall review and investigate such complaints, and shall keep a record thereof as well as a record of the disposition thereof, and shall include it in his reports to the Metro Government. The Director of Finance shall devise the necessary procedure to handle complaints and be authorized to discuss it with representatives of a franchisee. Complaints which are not resolved to the mutual satisfaction of the complainant and the franchisee shall be reported to the Metro Government by the Director of Finance if, in his/her opinion, such is of a nature as reflecting on the ability or willingness of the franchisee to comply with the terms of this ordinance and the terms of any ordinance or Agreement awarding a franchise hereunder. The Metro Government may consider such unresolved

complaint and may take any action it deems proper under the terms of this ordinance.

On or before the anniversary date of each year during the term of any agreement awarding a franchise, the franchisee shall submit a written report to the Metro Government, which shall include a summary of complaints, identifying the matter and nature of complaints and their disposition.

C. Lexington-Fayette Urban County Government

The Grantee shall maintain a repair and maintenance crew capable of responding to subscriber complaints within 24 hours after receipt of the complaint. No charge shall be made to the subscriber for this service.

The Grantee shall establish procedures for receiving, acting upon, and resolving subscriber technical, customer service, Cable Service, Non-Cable Service, and billing complaints. The Grantee shall furnish a notice of such procedures to each subscriber at the time of initial subscription to the system.

The Grantee shall maintain a written record or "log", listing date and time of customer complaint and when and what action was taken by the Grantee in response thereto. Such record shall be kept at Grantee's local office, reflecting the operations to date for a period of at least three (3) years.

D. City of Florence

Operator shall submit a quarterly report to the City containing a customer complaint log that identifies service related complaints by customers and the resolution of those complaints. Annually, the franchisee shall submit a written report to the City that contains a summary of complaints.

Operator shall be required to keep and maintain service logs. The purpose of the service logs is to assist the City in assessing (in the aggregate) the type, degree, and resolution of customer trouble calls and written complaints. In addition to any other right of inspection that the City may possess, it shall have the right to review and inspect a compilation of such logs. Operator shall have no obligation to retain any log for more than three (3) years.

In the event of a subscriber complaint, the complaint will be handled as follows:

1. Operator shall have the initial response to a complaint occur no later than one (1) service day after receipt of the complaint;
2. Every attempt will be made to resolve the complaint within seventy-two (72) hours or three (3) service days, whichever is longer, after receipt of the complaint.

The cable operator shall provide written information on billing and complaint procedures, including the address and telephone number of the local franchise authority's cable office at the time of installation and at least annually to all subscribers, and at any time upon request.

Except in times of a natural or man-made emergency, or an appointment scheduled with the mutual consent of a subscriber, Operator shall respond to the service requests and complaints of subscribers within thirty-six (36) hours after the need for service becomes known.

E. City of Richmond

In cases of a billing dispute, the Grantee must respond to a written complaint from a subscriber within thirty (30) days.

The Grantee shall maintain a repair and maintenance crew capable of responding to subscriber complaints within one (1) business day after receipt of the complaint. Charges may be made, as permitted by applicable law, to the subscriber for this service if the service call is not a result of a cable system malfunction.

The Grantee shall establish procedures for receiving, acting upon, and resolving subscriber complaints. The Grantee shall furnish a notice of such procedures to each subscriber at the time of initial subscription to the system.

The Grantee shall maintain a written record or "log", listing date and time of customer complaint and when and what action was taken by the Grantee in response thereto. Such record shall be kept at Grantee's local or regional office, reflecting the operations to date for a period of at least three (3) years.

F. City of Bowling Green

The cable operator shall provide written information with an explanation of billing options available and billing and complaint procedures, including the address, office hours and telephone number of the local cable offices, at the time of installation of service, at least annually to all subscribers and at any time upon request.

In case of a billing dispute, the cable operator must respond to a written complaint from a subscriber within thirty (30) days.

The cable operator is required to keep and maintain service logs. The purpose of the service logs is to assist the Authority in assessing the type, degree, and resolution of customer trouble calls and written -complaints.

Cable operator shall maintain a compilation of such logs and shall make that compilation available for inspection by the Authority. However, the Authority shall also have the right to request, review and copy, at its expense, service information maintained by the cable operator regarding: complaints and documentation concerning how the complaint was resolved. The cable operator shall maintain such logs and the underlying documentation for a period of three (3) years from the date the complaint was resolved.

In the event of a subscriber billing or repair complaint, complaint will be handled as follows:

1. Operator shall have the initial response to a complaint occur no later than one (1) service day after receipt of the complaint;
2. Every attempt will be made to resolve the complaint within seventy-two (72) hours or three (3) service days, whichever is longer, after receipt of the complaint.

G. City of Paducah

A Franchisee is required to develop a comprehensive complaint/inquiry resolution policy that is consistent with the policies outlined in these customer service practices. A Franchisee's resolution policy shall be reduced to writing and such policy shall be available upon request to any Subscriber.

In case of a billing dispute, the Franchisee must respond to a written complaint from a Subscriber within thirty (30) days.

Franchisee shall provide written information on billing and complaint procedures, including the address and telephone number of the City at the time of installation of Cable Service, at least annually to all Subscribers, and at any time upon request.

H. City of Hopkinsville

When there have been similar complaints made, or where there exists other evidence, which, in the judgment of the City, casts doubt on the reliability or quality of cable service, the City shall have the right and authority to compel the Franchisee to produce copies of the reports of testing performed with respect to the performance of the cable television system of the Franchisee or to test, analyze and report on the performance of the system. Such test or tests shall be made, and the reports of such test or tests shall be delivered to the City no later than 14 days after the City formally notifies the Franchisee.

The City may require tests, analyses, and reports covering specific subjects and characteristics based on said complaints or other evidence when and under such circumstances as the City has grounds to believe that the complaints or other

evidence require that tests be performed to protect the public against substandard cable service.

4. Bond Requirements

A. Louisville/Jefferson County Metro Government

All persons submitting an application for a cable franchise shall file with their applications bonds solely for the protection of the Metro Government with a surety company or trust company or companies as surety or sureties as follows:

(1) A bid bond in the amount of \$1,000,000 which shall indemnify the Metro Government up to the full amount of said bond from any damages or losses arising out of the failure of the person selected to be the franchisee to accept the franchise and execute a franchise agreement in conformity with the cable ordinance and such persons proposal hereunder; and

(2) A construction bond in the amount of \$3,000,000 to be effective from the franchise hereunder, and thereafter until the cable communications system referred to therein is certified completed by the Metro Government architect and an independent electrical engineer to be employed by the Metro Government for such purpose.

The bond required under subsection (2) above, shall indemnify the Metro Government in its own right and as trustee, for subscribers up to the full amount of said bond from any damages or losses arising out of the failure of the franchisee to faithfully perform and satisfactorily complete construction of the cable communications system in accordance with the cable ordinance and any agreement and ordinance in connection herewith, including, but not limited to, the cost of removal of any construction.

The franchisee shall also execute, deliver and file on the date of execution of said agreement and the effective date of an ordinance awarding a franchise hereunder an additional bond as follows:

A bond in the amount of \$2,000,000 with corporate surety subject to the approval of the Metro Government, to be effective from the date of the execution of the said agreement and the effective date of the ordinance awarding a franchise hereunder until after 1 year after the cable communications system referred to therein is certified completed by the Metro Government architect and an independent electrical engineer to be employed by the Metro Government for such purpose. Said bond shall contain a clause substantially to the effect that: Every person who, whether as subcontractor, or otherwise, has furnished material or supplied or performed labor in the prosecution of the work under this contract, and who has not been paid therefor, may sue on said additional bond and prosecute the same to final judgment for such sum, or sums, as may be justly due it, and have execution thereon; provided, however, that the Metro Government shall not be liable for the payment of any costs or expense of such suit. The bond shall contain a further provision that suit shall not be entered

thereon after one year after the cable communications system is certified completed as set forth herein.

All persons submitting an application for a franchise in accordance herewith shall file with their application a bond with corporate surety in the amount of \$1,000,000, to be effective upon the execution of the said franchise agreement and the effective date of the ordinance awarding a franchise hereunder, and conditioned that in the event that the franchisee fails to comply with any provision of this ordinance or agreement or ordinance awarding a franchise in accordance herewith, then there shall be recoverable jointly and severally from the principals and surety any and all damages suffered or incurred by the Metro Government or by any subscriber as a result thereof, including, but not limited to, costs of any action or proceeding, and including the full amount of any compensation, indemnification, cost of removal or abandonment of any property or other costs which may be in default, up to the full principal amount of such bond, and the said condition shall be a continuing obligation during the entire term of any agreement or ordinance or ordinances awarding a franchise in accordance herewith and thereafter until the franchisee shall have satisfied in full any and all obligations to the Metro Government which arise out of or pertain to same.

None of the provisions of this ordinance nor any bond accepted by the Metro Government pursuant hereto, nor any damages recovered by the Metro Government thereunder, shall be construed to excuse the faithful performance by or limit the liability of the franchisee under this ordinance or any agreement or ordinance awarding a franchise in accordance herewith or for damages either to the full amount of said bond or otherwise.

B. Louisville/Jefferson County Metro Government (proposed amendments)

All persons submitting an application for a franchise in accordance herewith shall file with their applications a bond solely for the protection of the Metro Government with a surety company that is Treasury listed with a rating of A or better as follows:

A bid bond equal to 10% of the bid which shall indemnify the Metro Government up to the full amount of said bond from any damages or losses arising out of the failure of the person selected to be the franchisee to accept the franchise and execute a franchise agreement in conformity with this ordinance and such persons proposal hereunder; and

Immediately upon the effective date of the ordinance awarding a franchise under this ordinance, the franchisee shall file with the Metro Clerk the following bonds solely for the protection of the Metro Government with a surety company that is Treasury listed with a rating of A- or better:

(1) A performance & payment bond equal to 100% of the contract price to be effective from the franchise award date hereunder, and thereafter until the cable communications system referred to therein is certified completed by the Public Works and Assets Department and an independent electrical engineer to be employed by the Metro Government for such purpose. The payment portion of this bond must contain a clause substantially to the effect that every person who, whether as subcontractor, or otherwise, has furnished material or supplied or performed labor in the prosecution of the work under this contract, and who has not been paid therefore, may sue on said payment bond and prosecute the same to final judgment for such sum, or sums, as may be justly due it, and have execution thereon; provided, however, that the Metro Government shall not be liable for the payment of any costs or expense of such suit. The performance portion of this bond shall indemnify the Metro Government in its own right and as trustee, for subscribers up to the full amount of said bond from any damages or losses arising out of the failure of the franchisee to faithfully perform and satisfactorily complete construction of the cable communications system in accordance with this ordinance and any agreement and ordinance in connection herewith, including, but not limited to, the cost of removal of any construction. The bond shall cover all such claims until 1 year after the cable communications system referred to therein is certified completed by the Public Works and Assets Department and an independent electrical engineer.

(2) A Franchise bond in the amount of \$1,000,000, to be effective upon the execution of the said franchise agreement and the effective date of the ordinance awarding a franchise hereunder, and conditioned that in the event that the franchisee fails to comply with any provision of this ordinance or agreement or ordinance awarding a franchise in accordance herewith, then there shall be recoverable jointly and severally from the principals and surety any and all damages suffered or incurred by the Metro Government or by any subscriber as a result thereof, including, but not limited to, costs of any action or proceeding, and including the full amount of any compensation, indemnification, cost of removal or abandonment of any property or other costs which may be in default, up to the full principal amount of such bond, and the said condition shall be a continuing obligation during the entire term of any agreement or ordinance or ordinances awarding a franchise in accordance herewith and thereafter until the franchisee shall have satisfied in full any and all obligations to the Metro Government which arise out of or pertain to same.

None of the provisions of this ordinance nor any bond accepted by the Metro Government pursuant hereto, nor any damages recovered by the Metro Government thereunder, shall be construed to excuse the faithful performance by or limit the liability of the franchisee under this ordinance or any agreement or ordinance awarding a franchise in accordance herewith or for damages either to the full amount of said bond or otherwise.

Failure to maintain all Bonds required hereinabove for the terms required shall be considered breach of contract and Metro Government may suspend or terminate franchisees Franchise Agreement and operations at its sole discretion.

C. Lexington-Fayette Urban County Government

The Grantee shall file with the Government a performance bond in the amount of one million dollars (\$1,000,000) in favor of the Government for the construction of the initial service area.

In the event the Grantee fails to fulfill and perform its obligation to construct the initial service area in accordance with the terms and conditions of the franchise, there shall be recoverable, jointly and severally, from the principle and surety of the bond, any damages or loss suffered by the city as a result, including the full amount of any compensation, indemnification, or cost of removal or abandonment of any property of the Grantee, plus attorney's fees and costs, up to the full amount of the bond.

Upon the Grantee's demonstration to the Government that construction of the initial service area has been completed the Council shall waive the bond requirement. However, the Council shall require a performance bond to be posted by the Grantee for any construction subsequent to the completion of the initial service area, in an amount and upon such terms as determined by the City Commission.

The performance bond required hereunder shall contain the following endorsements:

"It is hereby understood and agreed that this bond may not be canceled by the surety nor the intention not to renew be stated by the surety until thirty (30) days after receipt by the Government, registered mail, a written notice of such intent to cancel or not to renew. "

Please note that in addition to the bond requirement the City also requires that the Grantee shall arrange for, and shall maintain throughout the term of this franchise, a letter of credit for the protection of the Government, with a financial institution acceptable to the Government. The letter of credit shall be in a face amount of not less than fifty thousand dollars (\$50,000.00). The letter of credit shall be used to insure (1) the faithful performance by the Grantee of all of the franchise provisions; (2) the compliance with all orders, permits and directions of the Government and (3) the payment by the Grantee of any claims, liens and taxes due the Government.

D. City of Florence

None.

E. City of Richmond

The Grantee shall file with the Government an upgrade performance bond in the amount of two million dollars (\$2,000,000) in favor of the Government.

In the event the Grantee fails to fulfill and perform its obligation to upgrade the Cable System in accordance with the terms and conditions of the franchise, there shall be recoverable, jointly and severally, from the principle and surety of the bond, any damages or loss suffered by the city as a result, including the full amount of any compensation, indemnification, or cost of removal or abandonment of any property of the Grantee, plus attorney's fees and costs, up to the full amount of the bond.

Upon the Grantee's demonstration to the Government that upgrade construction has been 25%, 50%, and 75% completed, the City Commission shall waive that portion of the bond.

The City Commission will, upon completion of construction of the 750 MHz fiber optic system, waive the requirement of the Grantee to maintain said bond. However, the City Commission shall require a performance bond to be posted by the Grantee for any construction subsequent to the completion of the 750 MHz fiber optic system, in an amount and upon such terms as determined by the City Commission.

The bond shall contain the following endorsement:

"It is hereby understood and agreed that this bond may not be canceled by the surety nor the intention not to renew be stated by the surety until thirty (30) days after receipt by the Government, via registered mail, a written notice of such intent to cancel or not to renew."

Please note that in addition to the bond requirement the City also requires that the Grantee shall arrange for, and shall maintain throughout the term of this franchise, a letter of credit for the protection of the Government, with a financial institution acceptable to the Government. The letter of credit shall be in a face amount of not less than twenty thousand dollars (\$20,000.00). The letter of credit shall be used to ensure that the operation of the System continues in an orderly and uninterrupted manner in the event of a default by the Grantee, and to indemnify the Government from any loss or damage to any Governmental property arising out of the construction, operation, or maintenance of cable system.

F. City of Bowling Green

The cable operator shall execute and file with the Authority a performance bond running to the Authority with good and sufficient surety approved by the Authority in the sum equal to ten percent (10%) of the value of the work to be done pursuant to the upgrade or rebuild of the cable system to ensure the cable operator's faithful performance of the rebuild or upgrade.

In the event the cable operator fails to complete the cable system rebuild or upgrade in a safe, timely, and competent manner, there shall be recoverable, jointly and severally from the principal and surety of the bond, any damages or loss suffered by the Authority as a result, including the full amount of any compensation, indemnification, or cost of removal or abandonment of any property of the cable operator, or the cost of completing or repairing the system construction, upgrade, or other work in the public rights-of-way, plus a reasonable allowance for attorneys' fees, up to the full amount of the bond. The Authority may also recover against the bond any amount recoverable against the security fund where such amount exceeds that available under the security fund.

Upon completion of the system construction, upgrade, or other work in the public rights-of-way and payment of all construction obligations of the cable system and approval of same by the Authority which shall not be unreasonably withheld, the Authority shall eliminate the bond or reduce its amount after a time appropriate to determine whether the work performed was satisfactory, which time shall be established considering the nature of the work performed. The Authority may subsequently require a new bond or an increase in the bond amount for any subsequent construction, upgrade, or other work in the public rights-of-way. The total amount of any new bond required by the Authority shall equal ten percent (10%) of the cost of the work.

Any performance bond required by the terms of this Agreement shall be issued by a surety with an A-1 or better rating of insurance in BEST's Key Rating Guide, Property/Casualty.

Said performance bond shall contain the following endorsement:

"This bond may not be canceled, or allowed to lapse, until sixty (60) days after receipt by the Authority, by certified mail, return receipt requested, of a written notice from the issuer of the bond of intent to cancel or not to renew."

Additionally, the franchise requires a security fund. Prior to the Franchise Agreement becoming effective, the cable operator shall post with the Authority a cash security deposit to be used as a security fund to ensure the cable operator's faithful performance of and compliance with all provisions of this Agreement and other applicable law, compliance with all orders,

permits and directions of the Authority and the payment by the cable operator of any claims, liens, fees or taxes due the Authority which arise by reason of the construction, operation or maintenance of the system. The amount of the security fund shall equal \$50,000.00.

In lieu of a cash security fund, the cable operator may agree to file and maintain with the Authority an irrevocable letter of credit with an acceptable surety in the amount specified in the preceding paragraph to serve the same purposes as set forth therein. Said letter of credit shall remain in effect for the full term of the Franchise plus an additional six (6) months thereafter. The cable operator and its surety shall be jointly and severally liable under the terms of the letter of credit for the cable operator's failure to ensure its faithful performance of and compliance with all provisions of City and County ordinances, other applicable law, this Agreement, all orders, permits and directions of the Authority, and the payment by the cable operator of any claims, liens, fees or taxes due the Authority which arise by reason of the construction, operation or maintenance of the cable system. The letter of credit shall provide for thirty (30) days prior written notice to the Authority of any intention on the part of the cable operator to cancel, fail to renew or otherwise materially alter its terms. Neither the filing of a letter of credit with the Authority, nor the receipt of any damages recovered by the Authority thereunder, shall be construed to excuse faithful performance by the cable operator or limit the liability of the cable operator under the terms of its Franchise for damages, either to the full amount of the letter of credit or otherwise.

G. City of Paducah

The Franchisee shall furnish proof of the posting of a faithful performance bond running to the City, with good and sufficient surety approved by the City, in the initial sum of Two Hundred Fifty Thousand and No/100 Dollars (\$250,000.00). Upon completion of any System construction/upgrade the bond shall be reduced to Twenty-five Thousand and No/100 Dollars (\$25,000.00). The bond shall be conditioned that the Franchisee shall well and truly observe, fulfill and perform each and every term and condition of the cable ordinance and the Franchise Agreement, and that, in the case of any breach of condition of the bond, the amount thereof shall be recoverable from the principal and the surety, jointly and severally, thereof by the City for all damages resulting from the failure of the Franchisee to well and truly observe and perform any provisions of the cable ordinance or the Franchise Agreement. The aforesaid bond shall be maintained by the Franchisee throughout the term of the Franchise and written evidence of the payment of the required payments shall be filed and maintained both with the office of the City Manager and the Authority.

H. City of Hopkinsville

Every communications facility operator shall establish a cash security fund, or provide the City with an irrevocable letter of credit in the same amount, to secure

the payment of fees owed, to secure any other performance promised in a franchise or license, and to pay any taxes, fees or liens owed to the City. The fund or letter of credit shall be in the initial amount of \$50,000.00, unless a franchise agreement or license provides otherwise. The letter of credit shall be in a form and with an institution acceptable to the City Attorney. Should the City draw upon the cash security fund or letter of credit, it shall promptly notify the communications facility operator, and the communications facility operator shall promptly restore the fund or the letter of credit to the full-required amount. This security fund/letter of credit may be waived or reduced by the CAO for a franchisee or licensee where the CAO determines in its discretion that a particular franchisee's or licensee's operations are sufficiently limited that a security fund/letter of credit is not necessary to secure the required performance.

5. Insurance Requirements

A. Louisville/Jefferson County Metro Government

Immediately upon the effective date of the ordinance awarding a franchise under this ordinance, the franchisee shall file with the Metro Clerk and maintain on file throughout the term of this franchise a liability insurance policy issued by a company duly authorized to do business in the Commonwealth and acceptable to the Metro Government, insuring Metro Government and its Metro Council/Mayor, with respect to the construction, installation, operation and maintenance of the system:

(a) For bodily injury, including death, in the minimum amount of \$1,000,000 for any one person, and the minimum amount of \$5,000,000 for any one accident.

(b) For property damage in the minimum amount of \$3,000,000; and

(c) For damages resulting from any liability of any nature including copyright infringement, that may arise from or be occasioned by any matter contained in or resulting from the transmission of any communication over the cable communications system, in the minimum amount of \$5,000,000.

The Metro Government reserves the right to make reasonable increases in the amount of insurance coverage herein at anytime. Nothing herein is intended as a limitation on the extent of any legal liability of the franchisee. Proof of liability insurance issued by a company or companies duly authorized to do business in the Commonwealth.

B. Louisville/Jefferson County Metro Government (proposed amendments)

Immediately upon the effective date of the ordinance awarding a franchise under this ordinance, the franchisee shall file with the Director of Public Works and Assets and maintain on file throughout the term of this franchise a liability insurance policy issued by a company duly authorized to do business in the Commonwealth and acceptable to the Metro Government, insuring Metro Government and its Metro Council/Mayor, with respect to the construction, installation, operation and maintenance of the system:

(The words prior to this section missing in the draft) Commonwealth with an AM Best Rating of A- or better and acceptable to the Metro Government, insuring Metro Government and its Metro Council/Mayor, with respect to the construction, installation, operation and maintenance of the system. Acceptable proof of liability insurance is accomplished by filing a Certificate of Insurance; however Metro may at its sole discretion, require copies of actual policies in order to determine final acceptability. The following liability insurance is required:

(1) General Liability Insurance, via an occurrence form, covering bodily injury, including death, personal injury and property damage, and including completed operations, contractual liability, independent contractors protective liability and personal injury liability protection. The minimum acceptable limit of liability amount is \$5,000,000 per occurrence and aggregate under a combined single limit. This policy must include the Louisville/Jefferson County Metro Government, including its Mayor and Metro Council members, as Additional Insureds as respects all operations of the Insured Franchisee. This policy must cover Metro Government for damages resulting from the transmission of any communication over the cable communications system. The Metro Government reserves the right to make reasonable increases in the required amount of insurance coverage herein at anytime. Nothing herein is intended as a limitation on the extent of any legal liability of the franchisee.

(2) Copyright Infringement Liability insurance covering any alleged infringement of patent or copyright of any other legal infringement in the transmission of materials through the cable franchise system. This coverage may be written as part of the General liability Insurance, or through a stand-alone policy, however, if written separately, it must have a minimum limit of liability amount of \$5,000,000 per occurrence and aggregate under a combined single limit and include the Louisville/Jefferson County Metro Government, including its Mayor and Metro Council members, as Additional Insureds as respects all operations of the Insured Franchisee. The Metro Government reserves the right to make reasonable increases in the required amount of insurance coverage herein at anytime. Nothing herein is intended as a limitation on the extent of any legal liability of the franchisee.

Failure to maintain all Insurance required hereinabove for the terms required shall be considered breach of contract and Metro Government may suspend or terminate franchisees Franchise Agreement and operations at its sole discretion.

C. Lexington-Fayette Urban County Government

Commercial General Liability Insurance insuring Grantee with limits of not less than \$5,000,000.00; products-completed operations coverage; personal and advertising injury coverage; XCU coverage.

Comprehensive Automobile Liability Insurance insuring Grantee in the minimum amount of \$5,000,000.00.

Workers' Compensation Insurance equal to \$1,000,000.00

Insurance is to be placed with insurers with a rating classification of no less than "A VIII", as defined by the most current Best's Key Rating Guide.

Failure to comply with any of these insurance provisions shall constitute a default. As an alternative to the penalties for violations of said provisions, the Government may purchase on behalf of the Grantee insurance and charge Grantee the premiums for any comparable insurance coverage purchased if Grantee fails to maintain the insurance coverage.

D. City of Florence

The Franchisee shall maintain insurance from companies approved by the City, such approval not to be reasonably withheld, to protect the City and the franchisee and their officers, agents and employees from and against any and all claims, injury or damage to persons or property, both real and personal, caused by the construction, erection, operation or maintenance of any aspect of the system. The amount of such insurance shall be no less than the following:

General Liability Insurance

Bodily injury per person	\$3,000,000.00
Bodily injury per occurrence	\$5,000,000.00
Property damage per occurrence	\$1,000,000.00
Property damage aggregate	\$1,000,000.00

Automobile Insurance

Bodily injury per person	\$1,000,000.00
Bodily injury per occurrence	\$3,000,000.00
Property damage per occurrence	\$1,000,000.00

Workers' compensation insurance shall also be provided as required by the laws of the Commonwealth of Kentucky. All of the above insurance shall name the City, as additional insured and shall provide a ten (10) day notice to the City in the event of material alteration or cancellation of any coverage afforded in said policies prior to the date said material alteration or cancellation shall become effective. Copies of all policies required hereunder shall be furnished to and filed with the City Clerk prior to the commencement of operations or the expiration of prior policies, as the case may be.

If the State permits Operator to self-insure, then Operator may exercise its right to self-insure, so as long as the minimal amounts of insurance coverage outlined in this Section are met and maintained for the entire period that the Operator is self-insured.

E. City of Richmond

General Liability Insurance insuring Grantee in the minimum of:

- \$500,000.00 for property damage per occurrence;
- \$1,000,000. 00 for property damage aggregate;
- \$1,000,000.00 for personal bodily injury or death to any one person; and
- \$3,000,000.00 for bodily injury or death aggregate per single accident or occurrence.

Such general liability insurance must include coverage for all of the following: comprehensive form, premises operations, explosion and collapse hazard, underground hazard, product/completed operations hazard, contractual insurance, broad form property damage, and personal injury. Additionally, such insurance shall contain:

Comprehensive Automobile Liability Insurance insuring Grantee for owned, non-owned, or rented vehicles in the minimum amount of:

- A. \$1,000,000.00 for bodily injury and consequent death per occurrence;
- B. \$1,000,000.00 for bodily injury and consequent death to any one person; and
- C. \$500,000.00 for property damage per occurrence.

Workers' Compensation Insurance as required by the Kentucky Revised Statutes.

Insurance is to be placed with insurers with a rating classification of no less than "A VIII", as defined by the most current Best's Key Rating Guide.

Grantee agrees that these insurance requirements are a material provision of this ordinance. As an alternative to the penalties for violations of said provision, the Government may purchase on behalf of the Grantee insurance and charge Grantee the premiums for any comparable insurance coverage purchased if Grantee fails to maintain the insurance coverage.

F. City of Bowling Green

The Franchisee shall maintain insurance from companies approved by the Authority, such approval not to be unreasonably withheld, to protect the City, County, Authority and the franchisee and their officers, agents and employees

from and against any and all claims, injury or damage to persons or property, both real and personal, caused by the construction, erection, operation or maintenance of any aspect of the system. The amount of such insurance shall be no less than the following:

General Liability Insurance

Bodily injury per person	\$3,000,00.00
Bodily injury per occurrence	\$5,000,000.00
Property damage per occurrence	\$1,000,000.00
Property damage aggregate	\$1,000,000.00

Automobile Insurance

Bodily injury per person	\$1,000,00.00
Bodily injury per occurrence	\$3,000,000.00
Property damage per occurrence	\$1,000,000.00

Workers' compensation insurance shall also be provided as required by the laws of the Commonwealth of Kentucky. All of the above insurance shall name the Authority, City and County as additional insured and shall provide a fifteen (15) day notice to the Authority in the event of material alteration or cancellation of any coverage afforded in said policies prior to the date said material alteration or cancellation shall become effective. Copies of all policies required hereunder shall be furnished to and filed with the City Clerk, the County Clerk and the Authority prior to the commencement of operations or the expiration of prior policies, as the case may be.

If the State permits Operator to self-insure, then Operator may exercise its right to self-insure, so as long as the minimal amounts of insurance coverage outlined in this Section are met and maintained for the entire period that the Operator is self-insured.

G. City of Paducah

General liability insurance:

1. Bodily injury per Person: \$3,000,000.00.
2. Bodily injury per occurrence: \$5,000,000.00.
3. Property damage per occurrence: \$1,000,000.00.
4. Property damage aggregate: \$1,000,000.00.

Automobile insurance:

1. Bodily injury per Person: \$1,000,000.00.
2. Bodily injury per occurrence: \$3,000,000.00.
3. Property damage per occurrence: \$1,000,000.00.

Workmen's compensation insurance shall also be provided as required by state law.

H. City of Hopkinsville

These certificates shall contain a provision that coverages afforded under these policies will not be canceled until at least thirty (30) days prior written notice has been given to the City. The policies must be issued by companies authorized to do business in Kentucky and the financial ratings must be no less than "A" in the latest edition of "Best's Key Rating Guide," published by A.M. Best Guide.

Comprehensive general liability insurance. Exposures to be covered are: premises, operations, products/completed operations, and certain contracts. Coverage must be written on an occurrence basis, with the following limits of liability:

Bodily Injury

- | | |
|---------------------|-------------|
| 1. Each Occurrence | \$1,000,000 |
| 2. Annual Aggregate | \$3,000,000 |

Property Damage

- | | |
|---------------------|-------------|
| 1. Each Occurrence | \$1,000,000 |
| 2. Annual Aggregate | \$3,000,000 |

Personal Injury

- | | |
|---------------------|----------------------------|
| 1. Each Occurrence | [To be Determined by City] |
| 2. Annual Aggregate | \$3,000,000 |

Completed Operations and Products Liability shall be maintained for two (2) years after the termination of the franchise or license (in the case of the communications facility owner or operator) or completion of the work for the communications facility owner or operator (in the case of a contractor or subcontractor).

Property Damage Liability Insurance shall include coverage for the following hazards: X - explosion, C - collapse, U - underground.

Workman's compensation insurance shall be maintained to comply with statutory limits for all employees, and in the case any work is sublet, each communications facility operator shall require the subcontractors similarly to provide workers' compensation insurance for all the latter's employees unless such employees are covered by the protection afforded by each communications facility operator. Each communications facility operator and its contractors and subcontractors shall maintain during the life of this policy employer's liability insurance. The following limits must be maintained:

Workers' Compensation Employer's Liability	Statutory \$500,000 per occurrence
---	---------------------------------------

Comprehensive Automobile Insurance shall include:

Bodily Injury

- | | |
|---------------------|-------------|
| 1. Each Occurrence | \$1,000,000 |
| 2. Annual Aggregate | \$3,000,000 |

Property Damage

- | | |
|---------------------|-------------|
| 1. Each Occurrence | \$1,000,000 |
| 2. Annual Aggregate | \$3,000,000 |

All insurance policies, excluding the Workers' Compensation insurance policy, shall name the City, its officers, trustees, elected and appointed officials, boards, commissions, commissioners, agents and employees as additional insureds.

Each communications facility operator shall hold the City, its agents, and employees, harmless on account of claims for damages to persons, property or premises arising out of its construction, operation or repair of its communications facility.

In every franchise or license agreement, the City shall reserve the right to require any other insurance coverage it reasonably deems necessary depending upon the exposures.

SECTION TWO TELECOMMUNICATIONS ORDINANCES

1. Who Administers The Telecommunications Franchise And How It Is Administered

A. Louisville/Jefferson County Metro Government

Louisville Metro shall be responsible for the continued administration of this Ordinance and any franchises granted hereunder.

Prior to performing any construction or installation work in the public rights-of-way, franchisee shall apply to the Public Works Department for a permit.

Franchisee shall coordinate any construction work within the public rights-of-way with the Public Works Department and shall begin construction work only after approval of the Public Works Department

Franchisee shall notify Louisville Metro Engineer in writing, at least 15 days prior to construction

All backfilling and replacement of pavement shall be done by franchisee to the satisfaction of Louisville Metro Engineer.

All construction, installation and operation of franchisee's system in the rights-of-way are subject to inspection by Louisville Metro Engineer.

B. Louisville/Jefferson County Metro Government (proposed amendments)

Louisville Metro shall be responsible for the continued administration of this Ordinance and any franchises granted hereunder.

Prior to performing any construction or installation work in the public rights-of-way, franchisee shall apply to the Public Works and Assets Department for a permit.

Franchisee shall coordinate any construction work within the public rights-of-way with the Public Works and Assets Department and shall begin construction work only after approval of the Public Works and Assets Department.

Franchisee shall notify Public Works and Assets Department, in writing, at least 15 days prior to construction.

All backfilling and replacement of pavement shall be done by franchisee to the satisfaction of-Pubic Works and Assets Department.

All construction, installation and operation of franchisee's system in the rights-of-way are subject to inspection by Pubic Works and Assets Department.

C. Lexington-Fayette Urban County Government

The Director Engineering ("director") or the person designated as the director in his absence is the principal government official responsible for the administration of telecommunications franchises. The Division of Engineering ("division") is responsible for enforcing compliance and may adopt procedures that are necessary for its administration or enforcement.

D. City of Richmond

The City of Richmond administers the franchise.

E. City of Paducah

The City Communications Officer is an employee of the city and reports to the City Manager. The duties of the City Communications Officer include:

1. Receiving complaints and grievances from telecommunications system subscribers or other members of the public, to advise the licensee concerning such complaints and grievances, and to report to the Mayor, Board of Commissioners and the City Manager on all complaints or grievances received and their resolution.
2. Preparing reports, recommendations, and other documents concerning the licensee's performance, facilities, services, rates, and all other matters pertaining to all wire telecommunications systems.
3. Advising the City Manager and the Paducah-McCracken County Telecommunications and Information Services Board concerning matters pertaining to the city's use of cable TV and telecommunications equipment and service.

4. Procuring and reviewing audits of the financial, technical and operational activities of providers licensed hereunder to assure conformity to this article and the terms of their respective licenses.

2. Citizen Involvement/ Participation

A. Louisville/Jefferson County Metro Government

None.

B. Louisville/Jefferson County Metro Government (proposed amendments)

None.

C. Lexington-Fayette Urban County Government

None.

D. City of Richmond

None.

F. City of Paducah

The Paducah-McCracken County Telecommunication and Information System Service Board ("Board") is a joint board created by the governments of the City of Paducah and McCracken County. The general function of the Board is to provide a broad array of information and telecommunication services to both governments and their related entities and organizations, including, but not limited to, the signal carriage and distribution of voice, video telemetry, digital and data services, and the operation of all computer services, including, but not limited to, all hardware and software for the City or County's personal computers (PC's) file/client servers, main frames and PC's.

3. Complaint Process

A. Louisville/Jefferson County Metro Government

None

**B. Louisville/Jefferson County Metro Government
(proposed amendments)**

None.

C. Lexington-Fayette Urban County Government

None.

D. City of Richmond

None.

E. City of Paducah

Upon receiving any complaint, the Mayor and Board of Commissioners may instruct the City Manager to conduct an investigation into the causes and facts concerning the said complaint and to report the findings thereof to the Mayor and Board of Commissioners within 30 days. The licensee shall be afforded the opportunity to reply to the complaint in open hearing, and to challenge any information presented to the Mayor and Board of Commissioners. The Mayor and Board of Commissioners shall adjudge the truth or falsity of the complaint and determine the amount of the penalty, if any, if a violation has occurred, and may order the penalty to be paid.

4. Bond Requirements

A. Louisville/Jefferson County Metro Government

All persons submitting an application for a franchise in accordance herewith shall file with their applications performance bonds with a surety company or trust company or companies as surety or sureties solely for the protection of Louisville Metro in an amount determined by Louisville Metro to be reasonable for the proposed scope of the system to be constructed. The determination of the amount of the performance bond required shall be made in a nondiscriminatory manner. Said performance bond shall provide for the faithful performance of construction and installation, of franchise's system. Two years after demonstration of the completion of the construction of the system by franchisee to Louisville Metro. Louisville Metro Engineer shall release the performance bond.

Said performance bond shall indemnify Louisville Metro in its own right and as trustee, from any damages or losses arising out of the failure of franchisee to faithfully perform and satisfactorily complete construction of the system in accordance with this Ordinance.

The failure of franchisee to comply with its obligations under this Ordinance or the franchise as determined by Louisville Metro shall entitle Louisville Metro to draw against said performance bond.

The rights reserved to Louisville Metro with respect to the performance bonds required hereunder are in addition to all other rights of Louisville Metro, whether reserved by this Ordinance or authorized by law, and no action, proceeding or exercise of a right with respect to such performance bond shall affect any other rights Louisville Metro may have.

The performance bonds required hereunder shall not expire or be materially altered without 30 days written notice and without securing and delivering to Louisville Metro a substitute, renewal and replacement bond in conformance with this Ordinance. In the event Louisville Metro does draw monies against the performance bonds required hereunder, within ten days thereafter, franchisee shall pay such funds to the bonding company as necessary to bring said performance bonds back to the applicable principal, where it shall continue to be maintained.

The performance bonds required hereunder shall contain the following endorsements:

"It is hereby understood and agreed that this performance bond may not be reduced, altered or canceled by Franchisee or the bonding company without thirty (30) days written notice, by certified mail, to Louisville Metro."

B. Louisville/Jefferson County Metro Government (proposed amendments)

All persons submitting an application for a franchise in accordance herewith shall file with their applications a Bid bond with a surety company that is Treasury listed with a rating of A- or better solely for the protection of Louisville Metro equal to 10% of the bid price. Upon being awarded a franchise, Franchisee shall immediately file a performance and payment bond equal to 100% of the contract price and a Franchise bond in the amount of \$1,000,000. Said performance bond shall provide for the faithful performance of construction and installation, of franchise's system. Two years after demonstration of the completion of the construction of the system by franchisee to Pubic Works and Assets Department, Pubic Works and Assets Department shall release the performance bond.

Said performance bond shall indemnify Louisville Metro in its own right and as trustee, from any damages or losses arising out of the failure of franchisee to faithfully perform and satisfactorily complete construction of the system in accordance with this Ordinance.

The failure of franchisee to comply with its obligations under this Ordinance or the franchise as determined by Louisville Metro shall entitle Louisville Metro to draw against either or both of Franchisee's performance or franchise bonds.

The rights reserved to Louisville Metro with respect to the performance and franchise bonds required hereunder are in addition to all other rights of Louisville Metro, whether reserved by this Ordinance or authorized by law, and no action, proceeding or exercise of a right with respect to such performance or franchise bonds shall affect any other rights Louisville Metro may have.

The performance or franchise bonds required hereunder shall not expire or be materially altered without 30 days written notice and without securing and delivering to Louisville Metro a substitute, renewal and replacement bond in conformance with this Ordinance. In the event Louisville Metro does draw monies against the performance bonds required hereunder, within ten days thereafter, franchisee shall pay such funds to the bonding company as necessary to bring said performance and/or franchise bonds back to the applicable principal, where it shall continue to be maintained.

The performance and franchise bonds required hereunder shall contain the following endorsements:

"It is hereby understood and agreed that this bond may not be reduced, altered or canceled by Franchisee or Surety without thirty (30) days written notice, by certified mail, to Louisville Metro. Such termination or cancellation shall have no effect on any liability incurred or accrued under this bond prior to the effective date of such termination or cancellation."

C. Lexington-Fayette Urban County Government

Each telecommunications provider seeking a surface cut permit must establish a performance bond in favor of the government to be issued by an entity subject to jurisdiction and venue in Fayette County, Kentucky, in an amount to be determined by the division, which shall be in effect for and cover all surface cuts made by that party for a period of two (2) years after the final inspection and approval of the surface cut by the division. In no event shall the amount required by the division for the performance bond exceed the reasonable costs of repairing the activity affiliated with the surface cut permits. In lieu of a performance bond, the director may allow the applicant for a surface cut permit to deposit with the division an amount appropriate to cover the government's cost of repairing the surface cut; to be held for a similar period. The government reserves the right to impose additional security requirements as part of any surface cut permit or franchise agreement.

With respect to projects in excess of \$100,000, providers may be required to post additional project performance bond(s). This bond (or bonds) shall be set in an amount to be determined by the director. In no event shall the cumulative amount of the bonds exceed \$200,000 per year, and as an alternative, the provider may choose to post one bond to cover all of its projects.

If the above bond requirement no longer protects the government, the government may require a \$500,000 performance bond. In lieu of this bond, the provider may provide an irrevocable letter of credit in the amount of \$500,000.

Additionally, a \$50,000 letter of credit must be maintained during the entire term of the franchise, even if amounts have to be withdrawn by the government.

The performance bonds and letters of credit required hereunder shall contain the following endorsements:

"It is hereby understood and agreed that this bond [letter of credit] may not be canceled by the surety nor the intention not to renew be stated by the surety until thirty (30) days after receipt by the Government, registered mail, a written notice of such intent to cancel or not to renew."

D. City of Richmond

All persons submitting an application for a Franchise shall file with their applications performance bonds with a surety company or trust company or companies as surety or sureties solely for the protection of the City in an amount determined by the City Commission to be reasonable for the proposed scope of

the system to be effective. The determination of the amount of the performance bond required shall be made in a non-discriminatory manner. Said performance bond shall provide for the faithful performance of any and all provisions of this Ordinance and Franchisee's Franchise, including but not limited to construction and installation, maintenance, relocation, Communications Franchise Fee payment, and/or removal of any abandoned facilities. Upon demonstration of the completion of the construction of the system by Franchisee to the City, the City shall reduce the amount of the performance bond by seventy-five percent.

Said performance bond shall indemnify the City in its own right and as trustee, from any damages or losses arising out of the failure of Franchisee to faithfully perform and satisfactorily complete construction of the system in accordance with this Ordinance and any agreement and ordinance in connection herewith, including, but not limited to, the cost of removal of any construction.

The failure of Franchisee to comply with its obligations under this Ordinance or the Franchise as determined by the City shall entitle the City to draw against said performance bond.

The rights reserved to the City with respect to the performance bonds required hereunder are in addition to all other rights of the City, whether reserved by this Ordinance or authorized by law, and no action, proceeding or exercise of a right with respect to such performance bond shall affect any other rights the City may have.

The performance bonds required hereunder shall not expire or be materially altered without thirty (30) days written notice and without securing and delivering to the City a substitute, renewal and replacement bond in conformance with this Ordinance. In the event the City does draw monies against the performance bonds required hereunder, within ten (10) days thereafter, Franchisee shall pay such funds to the bonding company as necessary to bring said performance bonds back to the applicable principal, where it shall continue to be maintained.

The performance bonds required hereunder shall contain the following endorsements:

"It is hereby understood and agreed that this performance bond may not be reduced, altered or cancelled by Franchisee or the bonding company without thirty (30) days written notice, by certified mail, to the City Clerk."

E. City of Paducah

There are no bond requirements. However, licensee shall provide a letter of credit issued by a local federally chartered bank in the sum of \$25,000.00, which letter of credit shall remain in place until expiration of the license.

5. Insurance Requirements

A. Louisville/Jefferson County Metro Government

Immediately upon the effective date of the resolution granting a franchise under this Ordinance, franchisee shall file with Louisville Metro the following liability insurance policies issued by a company(ies) authorized to do business in the Commonwealth:

- (a) General Liability: \$1,000,000 each occurrence, \$5,000,000 aggregate, against bodily injury, death, or property damage.
- (b) Automobile Insurance: \$1,000,000 each occurrence, and aggregate against bodily injury, death, or property damage for any of franchisee's owned or leased motor vehicles used in the construction/installation of any lines, facilities or equipment authorized by the franchise.
- (c) Workers Compensation: The amount required by Kentucky Revised Statutes.

Franchisee shall maintain on file with Louisville Metro a certified copy of the insurance policy(s) specifically endorsed to include all liability assumed by franchisee hereunder and a certificate of insurance certifying the coverage required under this Ordinance, which certificate shall be subject to the approval of Louisville Metro as to the adequacy of the certificate and of the insurance certified under the requirements of this Ordinance. Such policy(s) and certificate shall be identified on their face by the name of franchisee, and shall be submitted to Louisville Metro, in accordance with the terms and conditions of this Ordinance. Failure to maintain adequate insurance as required under this Ordinance shall be deemed a breach of the franchise.

Franchisee shall maintain public liability, property damage and other insurance required by this Ordinance that protects franchisee and Louisville Metro, its officers, agents, employees and appointed and elected officials from any and all claims for damages or personal injury including death, demands, actions, and suits brought against any of them arising from operations under the franchise or in connection therewith. This insurance coverage constitutes a minimum requirement and shall in no way be deemed to lessen, limit or define the liability of franchisee, related entities, its successors or assigns, under the terms of the franchise.

Metro Louisville reserves the right to make increases in the amount of insurance coverage referred to in this section at any time.

E. Louisville/Jefferson County Metro Government **(proposed amendments)**

Immediately upon the effective date of the resolution granting a franchise under this Ordinance, franchisee shall file with Louisville Metro the following proof of liability insurance—issued by a company(ies) authorized to do business in the Commonwealth with an AM Best Rating of A- or better:

(a) General Liability Insurance, via an occurrence form, covering bodily injury, including death, personal injury and property damage , and including completed operations, contractual liability, independent contractors protective liability and personal injury liability protection. The minimum acceptable limit of liability amount is \$5,000,000 per occurrence and aggregate under a combined single limit. This policy must include the Louisville/Jefferson County Metro Government, including its Mayor and Metro Council members, as Additional Insureds as respects all operations of the Insured Franchisee. This policy must cover Metro Government for damages resulting from the transmission of any communication over the cable communications system. The Metro Government reserves the right to make reasonable increases in the required amount of insurance coverage herein at anytime. Nothing herein is intended as a limitation on the extent of any legal liability of the franchisee.

(b) Copyright Infringement Liability insurance covering any alleged infringement of patent or copyright of any other legal infringement in the transmission of materials through the cable franchise system. This coverage may be written as part of the General Liability Insurance, or through a stand-alone policy, however, if written separately, it must have a minimum limit of liability amount of \$5,000,000 per occurrence and aggregate under a combined single limit and include the Louisville and Jefferson County Metro Government including its Mayor and Metro Council members, as Additional Insureds as respects all operations of the Insured Franchisee. The Metro Government reserves the right to make reasonable increases in the required amount of insurance coverage herein at anytime. Nothing herein is intended as a limitation on the extent of any legal liability of the franchisee.

Franchisee shall maintain on file with Louisville Metro a certificate of insurance certifying the coverage required under this Ordinance, which certificate shall be subject to the approval of Louisville Metro as to the adequacy of the certificate and of the insurance certified under the requirements of this Ordinance. Metro may at its sole discretion require a certified copy of the insurance policy(s) required under this ordinance, specifically endorsed to include all liability assumed by franchisee hereunder. Such policy(s) and certificate shall be identified on their face by the name of franchisee, and shall be submitted to Louisville Metro, in accordance with the terms and conditions of this Ordinance.

Failure to maintain adequate insurance as required under this Ordinance shall be deemed a breach of the franchise.

Metro Louisville reserves the right to make increases in the amount of insurance coverage referred to in this section at any time.

F. Lexington-Fayette Urban County Government

Each telecommunication provider shall maintain in full force and effect a commercial general liability insurance policy reasonably acceptable to the government's division of risk management with a minimum policy limit of one million dollars (\$1,000,000.00) per occurrence and shall provide the government with a certificate of insurance evidencing the insurance policy required by this section. The certificate shall state that the insurance policy shall not be canceled, materially changed or non-renewed until after thirty (30) days' notice has been provided to the government; however, insurance may be cancelled and replaced with a policy that continues to meet the ordinance's requirements. A telecommunications provider may satisfy the insurance requirements and conditions of this section under a self-insurance plan that is acceptable to the government's division of risk management. The government reserves the right to impose additional insurance requirements as part of a franchise agreement.

G. City of Richmond

Franchisee shall file with the City Clerk the following liability insurance policies issued by a company authorized to do business in the Commonwealth and acceptable to the City Commission:

a. General Liability: One Million dollars (\$1,000,000.00) each occurrence, Five Million dollars (\$5,000,000.00) aggregate, against bodily injury, death, or property damage.

b. Automobile Insurance: One Million (\$1,000,000.00) each occurrence, and aggregate against bodily injury, death, or property damage for any of Franchisee's owned or leased motor vehicles used in the construction/installation of any lines, facilities or equipment authorized by the franchise.

c. Workers Compensation: The amount required by Kentucky Revised Statutes.

Franchisee shall maintain on file with the City Clerk a certified copy of the insurance policy(s) specifically endorsed to include all liability assumed by Franchisee hereunder and a certificate of insurance certifying the coverage required under this Ordinance.

Franchisee shall maintain public liability, property damage and other insurance required by this Ordinance that protects Franchisee and the City, its officers,

agents, employees and appointed and elected officials from any and all claims for damages or personal injury including death, demands, actions, and suits brought against any of them arising from operations under the Franchise or in connection therewith. This insurance coverage constitutes a minimum requirement and shall in no way be deemed to lessen, limit or define the liability of Franchisee, related entities, its successors or assigns, under the terms of the Franchise.

The City Commission reserves the right to make increases in the amount of insurance coverage referred to in this section at any time.

H. City of Paducah

Licensees shall carry throughout the terms of their licenses personal and property damage liability insurance with insurance companies qualified to do business in the State of Kentucky. Such insurance shall show the city as a co-insured party. Unless otherwise specified in the license, the amounts of such insurance to be carried for liability due to property damage shall be \$100,000.00 as to any one occurrence; against liability due to injury to or death of person, \$500,000.00 as to any one person and \$1,000,000.00 as to any one occurrence. The Mayor and Board of Commissioners by resolution from time-to-time may raise insurance limits to reflect current risk assessments, and affected licensees shall file certificates evidencing compliance within six weeks thereafter. Licensees and their contractors and subcontractors shall comply with legal requirements for workmen's compensation, and the city may require evidence of such compliance.

The insurance policy or policies obtained by the licensee must be approved by the City Manager's office. Failure to file and evidence of insurance shall render the license null and void.